

Exhibit 2

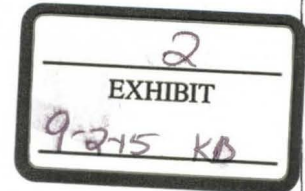


EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**UNITED STATES COMMODITY FUTURES
TRADING COMMISSION,**

Case No. 13 -7884 (AT)

Plaintiff,

v.

**DONALD R. WILSON AND DRW
INVESTMENTS, LLC,**

Defendants.

ACKNOWLEDGMENT AND DECLARATION OF COMPLIANCE

I hereby acknowledge that I have: been given a copy of the Stipulated Protective Order dated July 29, 2014, in the above-captioned case; read the Stipulated Protective Order; and agree to be bound by it. I further understand and agree that I shall not disclose Confidential or Highly Confidential information or documents to others, except in accordance with the Stipulated Protective Order. I further understand and agree that my obligation to honor the confidentiality of such Confidential or Highly Confidential information or documents will continue even after the termination of this litigation. I further understand and agree that, in the event that I violate the terms of the Stipulated Protective Order, I will be subject to sanctions, including but not limited to sanctions by way of contempt of court. I further

understand and agree to submit myself to the personal jurisdiction of this Court for matters pertaining to this acknowledgment and declaration.

If executed within the United States, its territories, possessions or commonwealths:

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Executed on this 13 day of April, 2015 at Washington, DC by

Jeffrey H. Harris Signed: [Signature]

Name: Jeffrey H. Harris

Title: Professor

On Behalf of: _____

If executed outside of the United States:

I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this _____ day of _____, _____ at _____ by

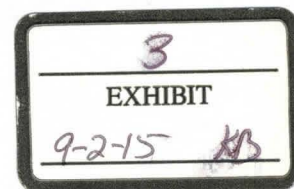
Signed: _____

Name: _____

Title: _____

On Behalf of: _____

Exhibit 3



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES COMMODITIES FUTURES
TRADING COMMISSION,

Plaintiff,

-against-

DONALD R. WILSON AND DRW
INVESTMENTS, LLC,

Defendants.

Civil Action No.: 13 civ 7884

ECF CASE

EXPERT REPORT OF JEFFREY H. HARRIS, Ph.D.

JULY 27, 2015

TABLE OF CONTENTS

I.	ASSIGNMENT.....	1
II.	SUMMARY OF OPINIONS.....	2
III.	QUALIFICATIONS AND COMPENSATION.....	4
	A. Summary of Qualifications.....	4
	B. Compensation.....	6
IV.	DOCUMENTS AND MATERIALS CONSIDERED.....	6
V.	BACKGROUND OF THE LITIGATION	7
VI.	OVERVIEW OF OTC INTEREST RATE SWAPS, INTEREST RATE SWAP FUTURES CONTRACTS, AND CENTRAL CLEARING	9
	A. OTC Interest Rate Swaps	9
	B. Interest Rate Swap Futures Contracts.....	11
	C. Central Clearing of Interest Rate Swap Futures Contracts	11
VII.	THE VALUE OF THE THREE MONTH CONTRACT DIFFERS FROM AN OTC INTEREST RATE SWAP DUE TO THE EXCHANGE OF VARIATION MARGINS BUT IDCH CHOSE NOT TO ACCOUNT FOR THIS WHEN IT DESIGNED THE THREE MONTH CONTRACT	14
	A. The Exchange of Variation Margins Generates a Net Present Value Effect	17
	B. The Exchange of Variation Margins Also Generates a Convexity Effect.....	18
	C. IDCH Recognized the Presence of the NPV and Convexity Effects in its Pricing.....	23
	D. The Corresponding Rates Are an Inaccurate Reference to Use to Settle the Three Month Contract Because, as a Result of the NPV and Convexity Effects, They Do Not Reflect Supply or Demand for the Three Month Contract.....	23
VIII.	VALUATION OF THE THREE MONTH CONTRACT AND ESTIMATION OF THE NPV AND CONVEXITY EFFECTS UNDER THE HULL-WHITE ONE FACTOR MODEL	25
	A. Review of Valuation Framework.....	25
	B. Valuation under the Hull-White One-Factor Model Applied to Swaptions.....	26
	1. Assumptions and Data Inputs	26
	2. Pricing and Calibration	27

3.	Summary of Findings	28
C.	Valuation under the Hull-White Model Applied to Eurodollar Futures	28
1.	Pricing and Calibration	29
2.	Summary of Findings	29
D.	Results from Valuation Analyses Corroborate the Results and Methodology of Cont <i>et al.</i> (2011).....	30
IX.	DRW'S BIDS ON THE THREE MONTH CONTRACT WERE PLACED AT HIGHER RATES THAN THOSE ON A NON-CLEARED SWAP REFLECTING THE VALUE OF THE NPV AND CONVEXITY EFFECTS.....	30
A.	DRW's Bids Were Placed throughout the Trading Day and Remained Opened for Trading.....	31
B.	DRW Accounted for the NPV and Convexity Effects by Placing Bids at Rates Higher than the Corresponding Rates and Closer to All Legitimate Estimates of the Fair Value of the Three Month Contract	31
X.	WHETHER OR NOT A COUNTERPARTY HIT THEM, DRW'S BIDS WERE INVALUABLE FOR, AND A LEGITIMATE SOURCE OF PRICE DISCOVERY.....	32
A.	DRW's Bids Contributed to Price Discovery Because They Incorporated Relevant Information into the Market	33
B.	Regulators Should and Do Promote Price Discovery	35
C.	Clearinghouses Also Promote Price Discovery and Recognize it as a Legitimate Economic Reason to Post Bids or Offers.....	39
D.	IDCH's Actions Indicate DRW's Bids Enhanced Price Discovery.....	43
XI.	THERE IS NO BASIS FOR ALLEGING THAT DRW MANIPULATED MARKET PRICES OR MADE AN ILLICIT PROFIT	44
A.	DRW's Bids Were Consistent with Economic and Financial Theory and Thus DRW Would Have Wanted to Transact at the Prices it Bid	44
B.	DRW's Bids Reflected a Willingness and Desire to Trade	47
C.	DRW's Bids Provided Market Liquidity and Contributed to Price Discovery	49
D.	DRW's Profit Is a Result of a Trading Strategy Based on the Assessment of the Fair Economic Value of the Three Month Contract and Not a Result of its Electronically Submitted Bids.....	50
XII.	ANALYSIS OF MR. MACLAVERTY'S REPORT	52
A.	Mr. MacLavery's Assumptions Regarding Settlement Prices Are Without a Factual Basis.....	53

B.	Mr. MacLavery's Statements that DRW's Bids Reflected Artificial Prices Are Wrong and Unsupported	54
1.	No Justification for Finding Artificial Prices.....	55
2.	Failure to Understand DRW's Bids	56
C.	Mr. MacLavery Fails to Support his Arguments with Reliable Empirical Analysis.....	57
D.	Mr. MacLavery's Statements Regarding "Potential" Convexity Effect Are Incorrect and Unsupported	57
E.	Mr. MacLavery's Statements Regarding Price Discovery Are Wrong and Unsubstantiated	60
XIII.	CONCLUSIONS.....	60

I. ASSIGNMENT

1. I understand that the Plaintiff, U.S. Commodity Futures Trading Commission ("CFTC"), has alleged that Defendants, Donald R. Wilson, Jr. and DRW Investments, LLC ("DRW"),¹ illegally placed orders for a futures contract known as the IDEX USD Three-Month Interest Rate Swap Futures Contract (the "Three Month Contract")² to influence settlement prices³ in their favor, thereby increasing the value of their portfolio and illicitly gaining a profit at the expense of their trading counterparties.⁴
2. I have been retained by Kobre & Kim, LLP, counsel for Defendants, to assess whether DRW's bids reflected legitimate supply or demand for the Three Month Contract, whether the Three Month Contract's settlement price prior to the bids at issue reflected legitimate supply or demand for the Three Month Contract, and whether DRW's profits on the Three Month Contract were impacted by the at issue bids. In addition, I have been asked to review and respond to certain opinions expressed by CFTC's expert, Mr. Robert M. MacLavery, in his report (the "MacLavery Report") filed in connection with the current matter.⁵
3. More specifically, I have been asked to:

¹ In this report, I use the term "DRW" for the entity DRW Investments, LLC unless noted otherwise.

² Complaint for Injunctive and Other Equitable Relief and for Civil Monetary Penalties under the Commodity Exchange Act in *United States Commodity Futures Trading Commission v. Donald R. Wilson and DRW Investments, LLC*, November 6, 2013 (hereinafter the "Complaint"), ¶2.

³ The "price" of the Three Month Contract is expressed as the interest "rate" of the fixed leg portion of the swap (See Complaint ¶2 and Rules of International Derivatives Clearinghouse, LLC, As of September 1, 2010, IDCG0010640, p. 99 (hereinafter "IDCH Rulebook")). In my report, I use the terms "price" and "rate" interchangeably depending on the context to facilitate the comparison between the Three Month Contract and non-cleared over-the-counter interest rate swaps, which are quoted in rates.

⁴ Complaint ¶1.

⁵ Expert Report of Robert M. MacLavery, Prepared at the Request of Plaintiff United States Commodity Futures Trading Commission in *United States Commodity Futures Trading Commission v. Donald R. Wilson and DRW Investments, LLC*, June 19, 2015.